

Contest Rules: ELLE Canada x Martinique Tourism Authority

MAGAZINE ELLE CANADA X MARTINIQUE TOURISM AUTHORITY Contest Rules

The MAGAZINE ELLE CANADA X MARTINIQUE TOURISM AUTHORITY contest is organized by KO Média (hereinafter referred to as "the contest organizers"). It is held in Québec, **starting January 22, 2025, and ending February 19, 2025, at 8:59 AM** (hereinafter: "the contest period"). The MARTINIQUE TOURISM AUTHORITY acts solely as the prize provider.

ELIGIBILITY

This contest is open to any individual:

1. Residing in Canada and of the age of majority.
2. Available and able to travel between April 1, 2025, and December 1, 2025.
3. Excluded are employees, agents, and representatives of KO Média, its subsidiaries, affiliated and related companies, advertising and promotion agencies, partners, participating merchants, prize providers, and providers of materials and services related to this contest, as well as their family members, legal or common-law spouses, and all persons residing with these employees, agents, and representatives.

HOW TO ENTER

1. To participate, visit our website in the contest section:

<https://www.ellecanada.com/concours>

2. NO PURCHASE NECESSARY. Register for the contest on the website listed above from January 22, 2025, at 9:00 AM (EST) to February 19, 2025, at 8:59 AM (EST). Follow these steps:

Participants must respect the participation limit below. Otherwise, the contest organizers reserve the right to cancel one or more of their entries.

Prize Description:

A single prize consisting of a trip for two to Martinique, including:

- A pair of round-trip economy class tickets from Montreal to Fort-de-France, provided by Air Transat.
- A 7-night half-board stay (excluding drinks) in a Standard room for two adults (the winner

and their guest) at Hôtel Bambou, located in Anse Mitan, Les Trois-Îlets, Martinique.

Total Prize Value:

The total value of the prize is \$4,700 CAD, including taxes. The value of the two round-trip tickets is \$2,360 before taxes and surcharges, and the value of the 7-night accommodation for two people is \$2,340. This prize is non-exchangeable, non-refundable, and cannot be combined with any other promotion.

Additional Conditions:

a) The prize is non-cashable, non-refundable, non-transferable, and non-exchangeable.

Winner and Guest Responsibilities:

The winner and their guest must arrange their transportation to Montreal airport at their own expense. Failure to present themselves for check-in at the airline's specified time will result in the complete forfeiture of their prize without compensation.

The winner and their guest must possess valid passports and insurance at the time of travel and comply with any administrative requirements for entering Martinique. Both the winner and their guest will travel on the same date, from the same airport, on the same flight.

Specific Terms and Conditions for the Stay at Hôtel Bambou:

The stay includes: 7 nights' accommodation for two people on a half-board basis (excluding drinks) in a Standard room.

The stay does not include:

- Optional activities and excursions, personal purchases, or other expenses not explicitly stated here.
- Passport, visa, or other certificate fees.
- Transfers between the airport and the hotel or between the winner's residence and the airport.
- Excess baggage fees or any additional fees required by the airline related to the flights.
- Travel insurance.
- Hôtel Bambou will not handle flight reservations.

Conditions:

- 1) The stay must be taken between April 1 and December 1, 2025.
- 2) This prize is non-cashable, non-transferable, and cannot be extended.
- 3) If canceled for any reason, the trip cannot be rescheduled. If the winner refuses the prize, it cannot be converted to cash and will be considered void.

RANDOM DRAW

1. A random draw will be held at the offices of KO Média II Inc., located at 651 Notre-Dame Ouest, bureau 100, in Montreal, on February 19, 2025, at 8:59 AM (EST). The draw of two (2) contest-entry forms from all of the entry forms received in compliance with Article 3 will be held on the contest end date in order to award the prize mentioned above.
2. Limit of one prize per person per household. The odds that the entry form of an entrant will be randomly drawn depends on the number of entry forms received in compliance with these rules and regulations.

CLAIMING THE PRIZE

3. In order to be declared a winner, any person selected must:
 - a) be the age of majority in their province of residence (thus 18 or over if they reside in Canada);
 - b) confirm their acceptance of these rules and regulations; and
 - c) confirm that they comply with these rules and regulations; and
 - d) complete and sign the declaration and release of liability (hereinafter the "Declaration Form") that they will be sent and return it to the Contest Organizer no later than five (5) days after the mailing date according to the manner of returning it set out by the Contest Organizer; and
 - e) respect all the conditions that apply to the prize and these rules and regulations.

Failing to respect one of the conditions mentioned in the paragraph above, or any other conditions set out in these rules and regulations, will cancel the selection of the person and they will not receive the prize.

GENERAL CONDITIONS

4. **Non-compliant entry.** The Contest Organizer reserves the right to disqualify any person or cancel one or more entries from any person entering this contest or trying to enter this contest by a means contrary to these rules and regulations or of a nature that's unfair to other entrants (e.g., use of entry forms obtained from an unauthorized source, entries that exceed the permitted limit). This person may be referred to the relevant legal authorities.

5. **Acceptance of the prize.** Any prize must be accepted as described in these rules and regulations and may not be transferred to another person, substituted for another prize or exchanged in whole or in part for money, subject to what is set out in the paragraph below.
6. **Prize substitution.** In the event that, for reasons unrelated to the winners, the Contest Organizer cannot give out a prize (or a portion of a prize) as set out in these rules and regulations, it reserves the right to give out a prize (or a portion of the prize) of the same nature or an equivalent value or, at its sole discretion, the prize value in cash (or a portion of the prize value) as indicated in the rules and regulations.
7. **Refusal to accept a prize.** The refusal of any person randomly drawn to accept a prize according to these methods frees the Contest Organizer of any obligation related to the prize and this person.
8. **Limit of liability – use of the prize.** Any person selected releases the Contest Organizer, its affiliated and related companies, its advertising and promotional agencies, its employees, agents and representatives from any liability for any damage they may suffer as a result of the acceptance or the use of their prize. In order to be declared a winner and prior to obtaining the prize, any selected person must agree to sign, if required, a Declaration Form to this effect.
9. **Responsibility of the suppliers.** Any person selected for a prize recognizes that, as of the confirmation that they have won their prize (by letter or otherwise), the execution of the services related to this prize becomes the sole and exclusive responsibility of the supplier of the prizes or services. A declaration to this effect will be included in the Declaration Form.

Limit of liability – operation of the contest. The Contest Organizer, its affiliated and related companies, its advertising and promotional agencies, its employees, agents and representatives disclaim any and all liability for the malfunction of any computer component, software or communication line with respect to any failed transmission, incomplete, incomprehensible or erased by any computer or any network including by telephone, and which may limit the possibility of or prevent any person from entering the contest. The Contest Organizer, its affiliated and related companies, its advertising and promotional agencies, its employees, agents and representatives also assume no responsibility for any damage or loss that may be caused, directly or indirectly, in whole or in part, by downloading any web page, any software or any form and by the transmission of any information to enter in the contest.

10. **Modification.** The Contest Organizer and partners reserve the right, at their sole discretion, to cancel, terminate, amend or suspend, in whole or in part, the contest should an event occur or any other human intervention corrupt or affect the contest administration, security, objectivity or normal running as provided in the contest rules, subject to the approval of the Régie des alcools, des courses et des jeux du Québec, as required. In any event, the Contest Organizer, its affiliated and related companies, its advertising and promotional agencies, the

suppliers of products or services related to this contest and their employees, agents and representatives, their subsidiaries and affiliates and partners will not be required to award more than one prize or to award any prize other than in compliance with the contest rules.

11. **Impossibility to act – labour dispute.** The Contest Organizer, its affiliated and related companies, its advertising and promotional agencies, its employees, agents and representatives assume no responsibility whatsoever in all cases where their failure to act is a result of an occurrence or a situation beyond their control or a strike, a lock-out or any labour dispute in their establishments, organizations or firms providing the contest conduct services.
12. **Limit of liability – entry.** By entering or attempting to enter this contest, any person releases the Contest Organizer, its affiliated and related companies, its advertising and/or promotional agencies, its employees, agents and representatives from any and all liability for any damages they may suffer due to their entry or attempt to enter the contest.
13. **Authorization.** When entering the contest, any prize winner authorizes the Contest Organizer, its partners and their representatives to use, if required, the winner's name, picture, image or statements with respect to the prize, their place of residence and/or voice without any form of compensation, at their discretion and without limitations as to the period of use, in any media, at a world scale, for advertising purposes or for any other purpose.
14. **Communication with the entrants.** No communication or correspondence will be made with the entrants as part of this contest except for with the persons selected for a prize.
15. **Decisions of the Contest Organizer.** Any decisions by the Contest Organizer and its representatives related to this contest are final and may not be appealed, subject to any decision of the Régie des alcools, des courses et des jeux du Québec related to any question under its jurisdiction.
16. **Dispute.** Any dispute regarding the organization or conduct of an advertising contest may be referred to the Régie des alcools, des courses et des jeux for settlement. Any dispute regarding a prize award may be referred to the Régie solely for the purpose of settling the matter.
17. If an article in these rules and regulations was declared or judged illegal, unenforceable or invalid by an authority with jurisdiction then that article would be considered invalid and unwritten, but all other articles would not be affected and would be enforced within the permitted limits. and authorized by law.
18. **Copy of the rules and regulations.** The contest rules and regulations are available on request to KO Média II Inc.

19. **Language.** In case of discrepancy between the French and English versions of the Contest Rules, the English version will prevail.